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*Attorneys for Plaintiff Wilmington Trust,  
National Association, as trustee for the  
registered Holders of Wells Fargo  
Commercial Mortgage Securities, Inc.,  
Multifamily Mortgage Pass-Through  
Certificates, Series 2018-SB55*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF WELLS FARGO  
COMMERCIAL MORTGAGE  
SECURITIES, INC., MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2018-SB51;

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF WELLS  
FARGO COMMERCIAL MORTGAGE  
SECURITIES, INC. MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2018-SB55;

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF WELLS FARGO  
COMMERCIAL MORTGAGE  
SECURITIES, INC. MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2018-SB57;

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF J.P. MORGAN CHASE  
COMMERCIAL MORTGAGE SECURITIES;

: Civil Action No. 19-cv-17865 (MCA)(LDW)

**CONSENT ORDER DISCHARGING  
RECEIVER FOR THE PENN NORSE  
PROPERTY, ONLY**

CORP. MULTIFAMILY MORTGAGE  
PASS-THROUGH CERTIFICATES SERIES  
2018-SB58; and

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR THE  
REGISTERED HOLDERS OF CREDIT  
SUISSE FIRST BOSTON MORTGAGE  
SECURITIES CORP. MULTIFAMILY  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2019-SB61;

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE REGISTERED  
HOLDERS OF J.P. MORGAN CHASE  
COMMERCIAL MORTGAGE SECURITIES  
CORP. MULTIFAMILY MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES  
2019-SB64;

OREC NJ, LLC; and

THREE LINE-NJ1, LLC,

Plaintiffs,

v.

LENOX TEMPLE LLC, LENOX LIBERTY  
LLC, LENOX HUDSON LLC,  
HACKENSACK NORSE LLC,  
ENGLEWOOD FUNDING LLC,  
PLAINFIELD NORSE, LLC, POST  
AVENUE VENTURES, LLC, FLR  
VENTURES LLC, BROOKLAWN NORSE,  
LLC, PENN NORSE LLC, GARFIELD  
NORSE LLC, ELIZABETH NORSE LLC,  
SUSSEX NORSE LLC, CLIFTON FL  
VENTURES LLC, BAYONNE  
BROADWAY NORSE LLC, 137-139 THIRD  
NORSE LLC, PASSAIC NORSE LLC,  
PERTH NB VENTURES LLC, 2680  
KENNEDY VENTURES LLC, FEDERAL  
HOME LOAN MORTGAGE CORP., and  
SETH LEVINE,

Defendants.

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**THIS MATTER** having come before the Court upon the consent of Plaintiff Wilmington Trust, National Association, as trustee for the registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2018-SB55 (the “Plaintiff”), by and through its undersigned attorneys, Polsinelli PC, and Colliers International NJ LLC, the Court-Appointed Receiver for the Penn Norse Property (defined below) pursuant to the Orders of this Court (the “Receiver”), by and through its undersigned attorneys, Sills Cummis & Gross P.C., for entry of an Order discharging the Receiver as to the Penn Norse Property, only, with the Receiver to retain all functions with respect to the remaining properties that are the subject of the captioned actions; and

**WHEREAS**, this Court entered a Preliminary Injunction dated September 13, 2019, appointing the Receiver as receiver for the twenty (20) properties identified in this action, including 12 Meadow Road, Pennsville, New Jersey (the “Penn Norse Property”), which was amended by an Amended Preliminary Injunction and Receivership Order dated December 4, 2019 (together, the “Receivership Order”); and

**WHEREAS**, Plaintiff thereafter commenced a foreclosure action in the Superior Court of New Jersey with respect to the Penn Norse Property and obtained a Final Judgment in Foreclosure therein, resulting in a foreclosure sale and a transfer of title to the Penn Norse Property to 12 Meadow Road – 10198188 LLC by way of Sheriff’s Deed dated August 9, 2021; and

**WHEREAS**, Plaintiff and the Receiver agree that the Receiver should be discharged from its obligations with respect to the Penn Norse Property, although it will continue as the Receiver for the remaining properties that are the subject of this action; and the Court having noted the consent of the parties to the terms herein, and for good and sufficient cause shown;

IT IS on this 31<sup>st</sup> day of August, 2021 **ORDERED** as follows:

1. The Receiver shall be and hereby is discharged as court-appointed receiver for the Penn Norse Property, subject only to (i) the terms of this Order and the Receiver's obligation to file, and the Court's approval of, the Receiver's final accounting as set forth in paragraph two (2) below, and (ii) Plaintiff's satisfaction of all interim, outstanding fees and costs of the receivership for the Penn Norse Property, as set forth in paragraph 5 and Schedule A. The Receiver shall immediately turn over possession, management and control of the Penn Norse Property to its new owner and otherwise cooperate with all reasonable requests made by the new owner in connection with the transition of ownership.

2. Within thirty (30) days of entry of this Consent Order, or ten (10) days after Plaintiff's satisfaction of all interim, outstanding fees and costs of the receivership for the Penn Norse Property, as set forth in paragraph five (5) and Schedule A, whichever is later, the Receiver shall file with the Court and serve on counsel for Plaintiff and all Interested Parties the Receiver's final accounting as to the Penn Norse Property. Objections, if any, to such final accounting shall be filed within five (5) business days thereafter. Absent an objection, the final accounting shall be deemed approved by the Court, and the Receiver shall have no further obligations with respect to the Penn Norse Property under the Receivership Order. If an objection is filed, the Court shall hold a hearing to resolve any issues.

3. Upon approval of the Receiver's final accounting, all claims against the Receiver relating to the Penn Norse Property shall be barred.

4. Upon approval of the Receiver's final accounting, the Receiver shall be and is hereby directed to remit to Plaintiff or its designee, after payment of all unpaid expenses, if any, of the receivership, all remaining funds on hand with the Receiver relating to the Penn Norse


Property, including without limitation, any and all gross rents, income or profits received or derived from the Penn Norse Property, and any security deposits, escrows and reserves.

5. Plaintiff agrees to satisfy within thirty (30) days from the date of entry of this Consent Order all interim, outstanding fees and expenses incurred during the receivership of the Penn Norse Property, as described and set forth in Schedule A attached hereto and incorporated herein (the "Receivership Liabilities"). The Receiver shall not be deemed to be discharged until the Receivership Liabilities are paid in full as set forth herein.

6. Upon discharge of the Receiver under this Consent Order, the Receiver shall not have any obligation for payment of any expenses, outstanding payables or other liabilities related to the Penn Norse Property.

7. A copy of this Consent Order shall be served upon all parties to this action within 7 days of the date hereof.

  
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HON. MADELINE COX ARLEO, U.S.D.J.

  
\*\*\* Signatures Appear On Following Page\*\*\*

Consent is given to the form and entry of the within Consent Order:

POLSINELLI PC  
Counsel for Plaintiff

By: /s/ Aaron P. Davis  
Aaron P. Davis

SILLS CUMMIS & GROSS, P.C.  
Counsel for the Receiver

By: /s/ Jaimee Katz Sussner  
Jaimee Katz Sussner

**Schedule A****Property:** 12 Meadow Road, Pennsville, New Jersey**Defendant/ Former Owner:** Penn Norse LLC

<b>Payee</b>	<b>Amount</b>	<b>Date Through Which Payment Is Due</b>	<b>Nature of Expense</b>
Colliers International	\$114,000.00	8/21	Management Fees
Colliers International	\$1,949.10	2/21	Call Center
Sills Cummis & Gross P.C.	\$38,357.67	7/31/21	Attorneys' Fees and Costs
EMCOR Services Fluidics	\$14,648.32	8/21	Engineering and Building Maintenance
Lawns by Yorkshire	\$13,328.15	8/1/21	Lawn Service/Landscaping
Waste Management of New Jersey, Inc.	\$3,882.81	8/21	Dumpster Service/Garbage Renewal/Recycling
Colliers International and SCG Holdback	\$7,500.00		

**Total Due for the Penn Norse Property: \$193,666.05**